

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-L002 MOD/AMD P00002	Page 2 of 4
Name of Offeror or Contractor: REALTIME TECHNOLOGIES, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

1. Bilateral Modification P00002 changes Contract DAAE07-02-C-L002 by adding Section H.20, to allow the Contractor to use the motion base driving simulator at the Interservice/Industry Training, Simulation, and Education Conference 2003 (I/ITSEC '03), from 1 Dec 03 through 5 Dec 03.
 2. Section H has been revised to reflect this change. The revised page is attached.
 3. Except for the changes resulting from this Modification, all other Contract terms and conditions, as previously modified, remain unchanged.
- *** END OF NARRATIVE A 003 ***

Name of Offeror or Contractor: REALTIME TECHNOLOGIES, INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.15 GOVERNMENT-FURNISHED PROPERTY (GFP)

H.15.1 The Government will provide the Contractor with an integrated driving simulator (i.e., the simulator and related hardware and software delivered to the Government in Phase I), in a condition suitable for use in performing the Contract Statement of Work (SOW). The integrated driving simulator will be available two (2) weeks after Contract award, at the U.S. Army Tank-automotive and Armaments Command (TACOM), in a location to be specified by the Contracting Officer's Representative (COR). The Contractor is responsible for getting the integrated driving simulator from that location. The Contractor may contact the COR (Mr. Brian Brumm), at TACOM, Warren, MI, by telephone at (586) 573-2570, or by e-mail at BrummB@tacom.army.mil, to coordinate the details of obtaining the integrated driving simulator. Upon Contract completion, the Contractor shall promptly return the GFP to the Government, at a location to be determined.

H.15.2 The Government will also provide the Contractor with access to TACOM's Ride Motion Simulator for use in performing the Contract SOW. The Ride Motion Simulator will be available starting twelve (12) months after Contract award. The Contractor shall coordinate use of the Ride Motion Simulator with the COR. Permission to use the Ride Motion Simulator is on a non-interference basis.

H.16 GOVERNMENT-FURNISHED INFORMATION (GFI)

The Government (i.e., COR) will provide the Contractor with vehicle specifications within six (6) months after contract award, for the Contractor to use in demonstrating that the integrated driving simulator system (hardware and software) can meet the Section C requirements. The Contractor shall return the specifications to the COR, in the same condition as provided, by twenty-four (24) months after contract award.

H.17 CONTRACTOR CLEARANCE

Dr. Richard Romano, the Contractor's Principal Investigator, has a Contractor badge, and may enter TACOM during the Contract performance period. Dr. Romano has completed the Electronic Personnel Security Questionnaire (EPSQ), and a FD 258 (FBI Fingerprint Card), and has clearance to work on the unclassified, motion-based technologies, computing resources at TACOM necessary for Contract performance. Should it be necessary for other Contractor personnel to work on site, the Contractor shall coordinate the completion of the EPSQ and the FD 258 for those person(s) with the TACOM COR.

H.18 SAFETY AND SECURITY

The Contractor shall comply with Government safety and security regulations at all times while performing this Contract at TACOM. The COR will be available at TACOM to help ensure the Contractor complies with safety and security regulations, and to coordinate the relocation of Government property, if any.

H.19 NONDISCLOSURE OF SENSITIVE, PROPRIETARY, AND/OR SOURCE SELECTION INFORMATION

The Contractor recognizes that in performing this Contract it may have access to certain sensitive, proprietary, and/or source selection information. The Contractor agrees to use and examine this information exclusively for the performance of this Contract, to make no copies of, and permit no outside access to, such information during Contract performance, and to take the necessary steps, in accordance with Government regulations, to prevent disclosure of such information to any unauthorized party inside or outside the Government. Further, the Contractor agrees to access only the unclassified, motion-based technologies, computing resources at TACOM, necessary for Contract performance. Contractor personnel shall not engage in any other action, venture, or employment wherein sensitive, proprietary, and/or source selection information accessed while performing this Contract will be used for the profit of any party. The Nondisclosure Agreement for Contractor Employees, as shown below, shall be signed by Contractor personnel scheduled to work on this Contract, and forwarded to the TACOM Contract Specialist prior to work commencing.

DEPARTMENT OF THE ARMY
NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES

CONTRACT DAAE07-02-C-L002

I, _____ as an employee of Realtime Technologies, Inc.(RTI), a Contractor acting under TACOM Phase II Small Business Innovation Research (SBIR) Contract DAAE07-02-C-L002, agree not to disclose to any party any sensitive, proprietary, or source selection information contained in or accessible through this project.

I understand that information I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. Federal Acquisition Regulation (FAR) Section 3.104-5(b) describes Contractor responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary, and source selection information. Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use, or to release it to or discuss it with third parties unless specifically authorized in writing, in advance, by the Contracting Officer to do so.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to such information. Upon expiration of this agreement, I have a continuing obligation not to discuss sensitive, proprietary, or source selection information with any person or legal entity unless that person or legal entity is authorized by the Contracting Officer to receive such information. I understand violations of this agreement are subject to administrative, civil, and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRADULANT STATEMENT MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(Signature of Contractor Employee)	Date
(Contractor)	(Employee Telephone No.)

Source Selection Sensitive and/or Proprietary Information. This Contract does not give the Contractor authority to participate in meetings where source selection sensitive and/or proprietary information is discussed, or to otherwise have access to such information. Signing a non-disclosure statement also does not provide such authorization and is not sufficient. Before any non-Government employee can be given access to such information, there must be a written agreement between the recipient contractor and the owner of the proprietary information; a copy of this agreement must be made a part of the contract file. Because of the potential for civil and for criminal liability, the following safeguard must be followed:

No one other than Government employees with a need to be involved should attend such meetings or have access to documentation related to such session unless prior approval has been obtained from the Source Selection Authority in consort with the Procuring Contracting Officer and Legal Advisor.

Remedy for Breach. The Contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions, and provisions of the contract, and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-6 (Termination - Cost Reimbursement). Nothing in this clause or contract shall be construed to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by this Contractor or its SubContractors.

H.20 USE OF MOTION BASE DRIVING SIMULATOR AT INTERSERVICE/INDUSTRY TRAINING, SIMULATION, AND EDUCATION CONFERENCE 2003 (I/ITEC '03) *

The Contractor may use the motion base driving simulator at the I/ITEC '03 conference, at the Orange County Convention Center, in Orlando, FL, from 1 Dec 03 through 5 Dec 03. The Contractor will set up and operate the motion base for conference attendees to simulate driving under off-road conditions. The Contractor is responsible for packaging and shipping the motion base driving simulator from Realtime Technologies's facility in Royal Oak, MI, to the conference and back again. The Contractor is also responsible for setting up, tearing down, and demonstrating the motion base driving simulator at the conference. The Contractor shall maintain and return the motion base driving simulator within one week after the conference, in as good condition as when taken, fair wear and tear excepted. The Contractor agrees to pay all of the costs and to assume all of the liability related to this action. including loss or destruction of, or damage to, the Government property provided under this agreement, or expenses incidental to such loss, destruction, or damage. In addition, the Contractor is responsible for all claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the Government property. This action shall not interfere with the Contractor's performance of Contract DAAE07-02-C-L002. *

* Added by Modification P00002